



**BRIGHAM YOUNG UNIVERSITY
FOOTBALL**

THIS AGREEMENT is entered into as of the 8th day of October, 2019, by and between **Brigham Young University** (“BYU”) and the **University of Utah** (“Utah”) (BYU and Utah, collectively, the “parties,” and each, individually, a “party”). The party that hosts a game (as defined below) at its home stadium is the “home team” or the “Host Institution.” The party that travels to a game is the “visiting team” or the “Visiting Institution.”

1. Game Details. The parties agree to play the following men’s football games on the dates and at the places indicated below (the “games,” and each, a “game”), and each party will provide a National Collegiate Athletic Association (“NCAA”) eligible team for the games. The games will be played at the parties’ respective campus football stadiums.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Saturday	September 11, 2021	TBA	Provo, UT
Saturday	September 7, 2024	TBA	Salt Lake City, UT
Saturday	TBD, 2025	TBA	Provo, UT
Saturday	September 19, 2026	TBA	Salt Lake City, UT
Saturday	September 18, 2027	TBA	Provo, UT
Saturday	September 9, 2028	TBA	Salt Lake City, UT

The parties also mutually agree to cancel the following games previously contracted by agreements entered into the 18th of July, 2016, and November 28, 2018, respectively.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Saturday	September 3, 2022	TBA	Salt Lake City, UT
Saturday	September 16, 2023	TBA	Provo, UT

2. Game Governance.

A. Eligibility, Rules, and Regulations. The games shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the NCAA, the individual institutions, and the parties’ respective intercollegiate conferences, as applicable.

B. Game Officials. The visiting team, or the visiting’s team’s conference, shall assign and pay for game officials, with the exception of the replay crew, which shall be assigned and paid for by the home team, or the home team’s conference. The replay crew includes the head replay official, communicator, technician, and any assistants.

3. Financial Considerations.

A. Guaranteed Payments. The home team guarantees a payment of \$250,000 to the visiting team, to be paid no later than ninety (90) days following completion of the respective game.

B. Cancellation. The parties agree that if one party cancels, forfeits, unilaterally delays or postpones, or fails to appear at, any game (these and similar actions hereafter referred to as “cancel”),

actual damages—including those relating to public relations, radio and television broadcasts, lost profits, and other consequential damages—would be difficult or impossible to calculate. The parties further agree that processes, including litigation, to determine damages would be both unnecessarily expensive and time-consuming. Therefore, the parties agree that if one party cancels (hereafter, the “defaulting party”) any game or games, the defaulting party shall pay as liquidated damages to the other party One Million Dollars (\$1,000,000) for each cancelled game, to be paid no later than thirty (30) days following the scheduled date for the game, regardless of whether alternate arrangements can be or are made for a replacement game. Moreover, the defaulting party shall not be entitled to any guaranteed payment, and it shall pay all attorneys’ fees and/or collection costs the other party incurs in collecting the liquidated damages. However, if the defaulting party cancels because of (i) conditions entirely beyond the control of the defaulting party, such as war, government restriction, or an act of God, (ii) the defaulting party’s decision to join a conference, whether currently existing or newly created, that is different from its current conference or independent affiliation, and that includes at least four (4) schools that currently belong to a Power 5 conference, which decision to cancel must be made and communicated to the other party within one year after the defaulting party joins that conference, but no later than eighteen (18) months prior to a cancelled game, or (iii) a mutual agreement in writing by the parties to cancel a game or the games, the defaulting party shall not owe or be entitled to any guaranteed payment under Section 3(A) or liquidated damages under this Section 3(B). The cancellation of any game shall not affect the remainder of this agreement, which shall remain in effect, including the obligation to play any remaining games specified in Section 1 of this agreement; provided, however, that cancellations for the reason listed above in clause (ii) must apply to all games (or, if an odd number of the games have already been played under this agreement, the parties agree to schedule the remaining game(s) in another year on a mutually agreeable date).

4. Tickets. The home team will provide to the visiting team 300 complimentary tickets for each game, and the visiting team shall have the option to request up to 2,500 tickets for each game on consignment to be sold at the printed face value. The visiting team will also receive sixty (60) sideline passes for the use of coaches, trainers, and working personnel only. Seats for the visiting team’s band, if needed, must come from the visiting team’s ticket allotment. At any time prior to two weeks before the day of the game, the visiting team may return unsold consignment tickets for credit. Before 10:00 am local time on the day of the game, the visiting team may return a maximum of an additional 100 unsold consignment tickets for credit.

5. Cheerleaders, Mascot, and Dance Team. The visiting team’s cheerleaders, mascot, dance team members, and their respective coaches, all in uniform, shall be admitted to the games at no cost and be permitted to perform.

6. Broadcast Rights. See Appendix A.


7. Insurance. Each party shall maintain commercial general liability, automobile liability, property, workers’ compensation, and athletic participants’ life, health, accident and catastrophic insurance coverage with qualified insurers or through properly funded self-insurance programs, in such forms and in such amounts as may be appropriate and reasonably necessary for the games.

8. Game Management. All aspects of hosting the games, including, but not limited to, providing security for participants and spectators, providing qualified staff and managers, and ensuring proper field and facility preparation, are the responsibility of the home team.

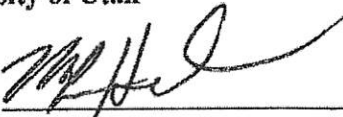
9. Miscellaneous. This is the entire agreement of the parties, and it supersedes any and all prior written or oral agreements relating to the games. This agreement shall be governed by the laws of the State of Utah. No party may assign this agreement or any of the rights or obligations of this agreement without the prior written consent of the other party. Failure by a party to enforce any provision of this

agreement shall not be deemed a waiver. Amendments or modifications to this agreement are not valid unless in writing and signed by both parties. If any provision or any portion of a provision of this agreement is determined by a court of competent jurisdiction to be invalid, prohibited, or unenforceable, that provision or portion of a provision shall be ineffective only to the extent of that invalidity, prohibition, or unenforceability, and the remainder of this agreement shall remain effective and be construed in accordance with its terms as if the invalid, prohibited, or unenforceable provision or portion of a provision were not contained in this agreement.

Brigham Young University

By: 
Name: Thomas A. Holmoe
Title: Director of Athletics

University of Utah

By: 
Name: Mark Harlan
Title: Director of Athletics

APPENDIX A

RADIO

The Visiting Institution shall have the right to, and be provided space for one radio broadcast outlet for, a non-exclusive radio broadcast by the Visiting Institution's flagship station (local announcer) that is distributed via terrestrial radio stations, the Internet or similar broadband distribution, satellite radio (like BYU Radio on Sirius XM Channel 143), and similar audio-only distribution.

The Host Institution shall retain all other regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The Host Institution also shall have exclusive rights to sell national terrestrial radio rights.

TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING

The parties hereto mutually desire that the games to be played hereunder should have maximum media exposure, including national television exposure.

A. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institution shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means and media. The Visiting Institution agrees to the following:

1. The scheduled start time for the game(s) is solely at the discretion of the Host Institution and may be changed up to six (6) days in advance of the game in order to accommodate television.
2. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
3. Media timeout formats are determined by the Host Institution's conference. The Host Institution's conference shall be responsible for the TV liaison (red hat).
4. The Host Institution agrees to provide the Visiting Institution with one 30-second message in each national broadcast network or cable network telecast.
5. The Visiting Institution may not telecast the game in any way or use any video from the Host Institution's telecast of the game (including, but not limited to, programs like coaches' shows, DVDs, web site highlights, etc.) without the written permission of the Host Institution's conference; provided, however, that the Visiting Institution shall be allowed the use of highlights of the game(s), not to exceed eight (8)

minutes in length, for the sole purpose of producing coaches' shows and season highlight presentations. This permission, if granted, must be within any limits set by the Host Institution's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions, which limits, if applicable, must be communicated by the Host Institution to the Visiting Institution. Notwithstanding the above, (a) the Visiting Institution shall have the right to use up to three (3) minutes of video footage from games on its institution- or conference-controlled website and/or online platforms, and (b) immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to telecast audio and visual highlights not to exceed five (5) minutes in length in program(s) on the Visiting Institution's or the Visiting Institution's conference's controlled and operated Network (e.g., Pac-12 Networks, Longhorn Network, Big Ten Network, SEC Network, BYUtv, etc.).

6. Without limiting any industry-standard credentials and/or access provided to the Visiting Institution, the Host Institution agrees to provide one (1) media credential to the Visiting Institution's or the Visiting Institution's conference's controlled and operated Network solely for the purpose of such individual conducting pregame and/or postgame presence reports outside of any coverage window of the game's live telecast rights holder. Moreover, the Host Institution agrees to allow reasonable access for an uplink truck and support personnel solely for the purpose of transmitting such presence reports. For the avoidance of doubt, this provision does not allow for a set presence or other physical representation of the Visiting Institution's or Visiting Institution's conference's controlled and operated Network at the Host Institution's stadium.

B. Contact

Questions dealing with interpretations of the Pac-12 Football Television Agreements should be addressed to the Pac-12 Associate Commissioner, Television. Questions dealing with interpretations of the Brigham Young University Agreements should be addressed to the Brigham Young University Athletics Department.